

**City of Santa Clara Water and Sewer Utilities
Sewer Division**

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES
Sanitary Sewer Main Assessment**

PROPOSAL SUBMITTAL DEADLINE

DATE: May 4, 2016

TIME: 3:00 pm

LOCATION: 1500 Warburton Avenue, Santa Clara, CA 95050

PROJECT MANAGER: Shilpa Mehta/ Tanisha Werner

**CITY OF SANTA CLARA
Water and Sewer Utilities
Sewer Division
1500 WARBURTON AVENUE
SANTA CLARA, CA 95050
408-615-2000**

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES

TITLE: Sanitary Sewer Main Assessment

1. INTRODUCTION

The City of Santa Clara is seeking proposals from qualified firms to provide an assessment of 168 sanitary sewer mains, approximately 39,522 linear feet, within its sewer collection system. The assessment will focus on sanitary sewer mains that are within 150 feet of waterways. The selected firm must assess each main and submit the assessment results using National Association of Sewer Service Companies (NASSCO), Pipeline Assessment & Certification Program-Manhole Assessment Certification Program (PACP-MACP) rating system.

The work to be done under this contract consists of cleaning all identified sanitary sewer mains and performing a visual inspection to assess the condition to the satisfaction of the city. The work shall also include the removal and disposal of solids, sludge, grit, grease, sand, pieces of broken pipe and any other debris from the sanitary sewer main lines and sanitary sewer manholes. Solid/debris shall be disposed of by the contractor; disposal of solids/debris at the San Jose Waste Water Treatment Plant is not permitted. The use of bypass or any other method which disrupts flow is allowed. Sonar and/or Closed Circuit Television (CCTV) are technologies that may be used for the primary assessment. Note that other technologies will be considered at the discretion of the City. If the use of CCTV technology is identified, contractor shall submit a comprehensive dewatering and bypass plan to the city for review and approval.

Minimum requirements of firms and detailed description of required services are included in Attachment A-Scope of Services.

2. ATTACHMENTS

The attachments below are included with this Request for Proposals ("RFP"). The items identified with an asterisk (*) must be completed, signed by the appropriate representative of the company, and returned with the submittal.

Attachment A – Scope of Work/Services*
Attachment B – Contractor's Information Form*
Attachment C – Certification of Non-Discrimination*
Attachment D – Agreement for Services
Attachment E – Cost Proposal Format*

3. INSTRUCTIONS TO CONTRACTORS

3.1. Pre-proposal Conference.

There is NO pre-proposal conference scheduled for this solicitation.

3.2. Examination of Proposal Documents.

The submission of a proposal shall be deemed a representation and certification by the Contractor that they:

- 3.2.1. Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.

- 3.2.2. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.2.3. Represent that all information contained in the proposal is true and correct.
- 3.2.4. Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Contractor in regard to the amount, terms or conditions of this proposal.
- 3.2.5. Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Contractor, and Contractor hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Contractor was not fully informed of any fact or condition.

3.3. Questions.

Any questions by the Contractor regarding this RFP or the project must be put in writing and received by the City no later than 3:00 p.m. on April 25, 2016. Correspondence shall be addressed to:

Shilpa Mehta
Tanisha Werner
City of Santa Clara Water and Sewer Utilities
1500 Warburton Avenue
Santa Clara, CA 95050
408-615-2000
408-247-0784
smehta@santaclaraca.gov
twerner@santaclaraca.gov

The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

Responses from the City to questions by any Contractor will be communicated in writing to all recipients of this RFP. Questions received after the date and time stated above will not be accepted, and will be returned to senders without response.

3.4. Addenda.

Any addenda issued by City shall be in writing, shall become a part of this RFP, and shall be acknowledged and responded to by Contractor.

3.5. Submission of Proposals.

All proposals shall be submitted to:

City of Santa Clara
Water and Sewer Utilities
Sewer Division
1500 Warburton Avenue
Santa Clara, CA 95050

Please note that faxes, electronic submissions, or any media other than hard copies are not acceptable. Proposals must be delivered no later than 3:00 p.m. on May 4, 2016. All proposals received after that time will be returned to the Contractor unopened.

The Contractor shall submit One (1) jump drive (USB/CD) containing the proposal in PDF format and four (4) copies of its proposal in a sealed envelope, including one (1) original, clearly marked "Original", addressed as noted above, bearing the Contractor's name and address clearly marked, "RFP FOR Sanitary Sewer Main Assessment."

3.6. Withdrawal of Proposals.

A Contractor may withdraw its proposal at any time before the Expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Contractor.

4. RIGHTS OF THE CITY OF SANTA CLARA

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening proposals for its own convenience;
- Remedy errors in the Request for Proposals process;
- Approve or disapprove the use of particular sub-consultants;
- Negotiate with any, all or none of the Contractors;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals; and/or
- Enter into an agreement with another Contractor in the event the originally selected Contractor defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is approved by the City Council, if so required, and executed by authorized representatives of the City and of the Contractor.

5. RFP TIMELINE

The RFP Timeline is as follows:

RFP Issued	April 12, 2 016
Deadline for questions, clarifications	April 25, 2016-3:00 PM
Proposals must be submitted by	May 04, 2016-3:00 PM
City evaluates proposals	May 2016
City interviews Contractors, if needed	TBD
City selects successful proposal and begins negotiations	May-June 2016

City Council approves successful proposal and finalize agreement	June 2016
--	-----------

The City reserves the right to add, remove or combine steps in the timeline, and/or compress or extend the timeline as the City, in its sole discretion, sees fit.

6. INFORMATION TO BE SUBMITTED

These guidelines govern the format and content of the proposal, and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Contractor's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not related to the RFP and proposal, e.g., generalized brochures, marketing material, etc., will not be considered in the evaluation.

All proposals shall address the following items. The proposals must address the items in the order listed below, and shall be numbered 1 through 8 in the proposal document. Please include a Table of Contents preceding the Chapters.

Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages, including the separate sheet.

Chapter 2 – Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Prime Contractor's firm, including firm name, address, phone number, email address and primary contact person; brief firm history, including the current permanent staff size as well as local organization structure; and, a discussion of the firm's financial stability, capacity and resources.

Additionally, this section shall include a listing of any claim, lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Contractor either as a contractor or subcontractor or by its subcontractors where litigation is still pending or has occurred within the last five years, or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five (5) years.

Chapter 3 – Qualifications of the Firm

This Chapter shall include a brief description of the Contractor's qualifications and previous Experience supplying like services and/or equipment to similar public agencies. Include all areas of Expertise, scope of services provided, and relevant experience, including description of each project, role of professional for that project and date completed. Include product provided, the total project cost, the period over which the provision and training was completed, and the name, title, phone number and email address of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for each project.

Five (5) references from clients with similar projects must be submitted along with the name and telephone numbers of contact persons.

Chapter 4 –Product Description, Work Plan or Proposal

This Chapter shall present a well-articulated service plan. Include a full description of major services provided, tasks and subtasks. This section of the proposal shall establish that the Contractor understands the City’s objectives and work requirements and Contractor’s ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services, providing the required product and the firm’s ability to meet the City’s schedule, outlining the approach that would be undertaken in providing the requested services. Describe the project understanding, detailed project approach and methodology.

List specific proposed services and support and training services to be provided

Chapter 5 – Project Schedule

This Chapter shall include a projected timeline for completing the project including the start date, order dates, delivery time, installation, and training, and shall indicate completion dates from date the order is received.

Chapter 6 – Project Staffing

This Chapter shall discuss how the Contractor would staff this project. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal. Include proposed project management structure, including identification of the project consultant and individuals that will be assigned to the project.

Chapter 7 – Proposal Exceptions

This Chapter shall discuss any exceptions or requested changes that Contractor has to the City’s RFP conditions, requirements and agreement. If there are no exceptions noted, it is assumed the Contractor will accept all conditions and requirements identified in Attachment D –“Agreement for Services.” Items not excepted will not be open to later negotiation.

Chapter 8 – Proposal Costs Sheet and Rates

This Chapter shall include the proposed costs to provide the services desired. Include any cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the City. Attachment E, “Sample Cost Proposal Format,” is included and should be used by all Contractors. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work. The cost of the project, including the total hours and hourly rates by staff classification, and the resulting all-inclusive fee for the project must be included. Fees must include all anticipated costs, including travel, per diem, and out of pocket expenses. Please note the City of Santa Clara does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

7. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this RFP, if awarded, will be an Agreement for Services. The method of payment to the successful Contractor shall be for services provided based on established rates for services (Weekly Rates, Monthly Rates, etc.) with a maximum “not to exceed” fee as set by the Contractor in the proposal or as negotiate between the Contractor and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but not limited to, materials, delivery, transportation, communications, and any subcontracted items of work.

Contractors shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment D. If a Contractor desires to take exception to the Agreement, Contractor shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Contractor shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Contractor shall furnish the reasons for each proposed change, as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

8. INSURANCE REQUIREMENTS

The selected Contractor(s), at Contractor's sole cost and expense and for the full term of the agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment D, Exhibit C.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the City of Santa Clara as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by the City of Santa Clara. The selected Contractor agrees to provide the City with a copy of said policies, certificates and/or endorsement upon award of contract.

9. REVIEW AND SELECTION PROCESS - EVALUATION CRITERIA

City staff will evaluate the proposals provided in response to this RFP based on the following criteria:

- Quality and completeness of proposal;
- Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Contractor;
- Contractor's experience, including the experience of staff to be assigned to the project, with engagements of similar scope and complexity;
- Cost to the City;
- Contractor's financial stability and length of time in business;
- Contractor's ability to perform the work within the time specified;
- Contractor's prior record of performance with City or others;
- Contractor's ability to provide future records, reports, data and/or services; and
- Contractor's compliance with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the contractor.

10. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the City of Santa Clara. At such time as the City awards a contract, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Contractor as business or trade secrets and plainly

marked as “Confidential,” “Trade Secret,” or “Proprietary.” The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary,” or if disclosure, in the City’s sole discretion, is required under the California Public Records Act as addressed below. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Santa Clara may determine, in its sole discretion that the information that a Contractor submits is not a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City shall provide the Contractor who submitted the information reasonable notice to allow the Contractor to seek protection from disclosure by a court of competent jurisdiction, at the Contractor’s sole expense.

11. COLLUSION

By submitting a proposal, each Contractor represents and warrants that its proposal is genuine and made in the interest of or on behalf of any person not named therein; that the Contractor has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Contractor has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

12. DISQUALIFICATION

Factors, such as, but not limited to, any of the following, may disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Contractors in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between Contractor and the City;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of Contractor’s inability to successfully complete the responsibilities and obligations of the proposal; and
- Contractor’s default under any previous agreement with the City.

13. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

14. GRATUITIES

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the City. No City employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

15. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

In order to avoid any conflict of interest or perception of a conflict of interest, Contractor(s) selected to provide professional services under this RFP will be subject to the following requirements:

15.1. The consultant or other entity who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor.

15.2. The consultant or any other entity who participated in the procurement shall not have a financial, ownership or other interest in any potential Contractor.

16. WAGE RATE- Prevailing Wages Requirements

16.1. Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. Contractor agrees to include prevailing wage requirements in its contracts for the Project.

16.2. Requirements in Subcontracts. Contractor shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in Contractor's contracts.

ATTACHMENT A

Scope of Services

A. Project Description

The City of Santa Clara Water and Sewer Utilities is requesting proposals from experienced and qualified contractors to provide an assessment of 168 sanitary sewer mains, approximately 39,522 linear feet, within its sewer collection system. The assessment will focus on sanitary sewer mains that are within 150 feet of waterways.

Each main must be initially cleaned and flushed to industry standards conforming to the selected assessment technology. The work shall also include the removal and disposal of solids, sludge, grit, grease, sand, pieces of broken pipe and any other debris from the sanitary sewer main lines and sanitary sewer manholes. Solid/debris shall be disposed of by the contractor; disposal of solids/debris at the San Jose/Santa Clara Waste Water Treatment Plant is not permitted. Sonar and/or Closed Circuit Television (CCTV) are technologies that may be used for the primary assessment. Note that other technologies will be considered at the discretion of the City. Contractor is responsible to submit the assessment results using National Association of Sewer Service Companies (NASSCO) Pipeline Assessment & Certification Program - Manhole Assessment Certification Program (PACP-MACP) rating system.

The selected firm is responsible for providing all necessary Traffic Control Plans and obtaining all necessary Encroachment Permits. In the areas under the jurisdiction of the City, a City of Santa Clara encroachment permit will be required. Contractor shall comply with all permitting requirements. The selected firm shall also verify permitting requirements from other agencies such as the State of California, Santa Clara County, City of San Jose, City of Sunnyvale, and Santa Clara Valley Water District.

B. Background

The Sanitary Sewer Collection System is owned by the City of Santa Clara Water and Sewer Utilities Department. The City's sanitary sewer system collects flows from individual customers and conveys these flows through more than 270 miles of sewer main by way of six pumping stations to the Regional Waste Water Facility (RWP). This highly treated water is discharged to the South San Francisco Bay and a portion delivered to the South Bay Water Recycling (SBWR) Project. That portion delivered to SBWR is then prepared for distribution as recycled water for landscaping and dual plumbing projects.

Exhibit 1 indicates the locations throughout the City where the facilities are located.

C. Description of Required Services

The scope of work below is the minimum necessary to meet the City's objectives. The contractor is expected to incorporate their own expertise into their proposed scope of work and to propose additions/modifications to the requested scope of work that the contractor deems necessary or

advisable. The contractor shall include a review of the existing sanitary sewer system map, engineering as built drawings, preparation of project schedule, investigation of the existing site conditions, preparation and cleaning of mains for condition assessment, preparation of a condition assessment report using NASSCO certified PACP-MACP rated format, and recommendations of needed repairs for any damaged pipes within the City of Santa Clara sanitary sewer collection system. In their proposal, sonar and/or Closed Circuit Television (CCTV) are two technologies which may be used for the primary assessment. Other technologies may be considered at the discretion of the City.

The use of bypassing and dewatering for assessment purposes during the primary survey is allowed at the discretion of the city. When any plug or flow stopping instrument is removed, the Contractor shall spot check up to five (5) Manholes on the upstream side in all tributary direction to ensure that sewer flow stoppage has not resulted in a mainline stoppage. If manhole silencing material (Such as “rapp-o”) is found in use on certain manholes, a fresh application of the manhole silencing material shall be installed by contractor upon final seating of the manhole lid. Where bypass pumping is requested, the contractor shall submit an emergency plan and any require work to be performed at night to facilitate the work and minimize impacts to the traffic. Night work will allow the contractor to work under low sewage flow condition. Contractor should allow access to each job site by City personnel at all times.

D. Contract Time

The work shall reach Substantial Completion with (130) Working Days from the date when the Contract Time commences to run. The work shall reach Final Completion within (150) Working Days from the date when the Contract Time commences to run.

Inspection of Sanitary Sewer Main:

1. The Contractor shall furnish all labor, materials, tools and equipment necessary to clean and inspect sanitary sewer mains in a safe, timely and workmanlike manner.
2. All work performed, methods, and equipment used shall be in conformance with the prevailing State and Federal Occupational Safety and Health Act. Costs from delays and losses due to operations not in conformance to these acts, specifications, or stoppages by OSHA inspectors or the designated representative, as a result of non-conformance, shall be solely borne by the Contractor.
3. The Contractor shall apply for Encroachment permits from the City as well as the Santa Clara Valley Water District, County, and/or State for the work performed within the County, creek, and/or State right of ways.
4. The Contractor shall be solely responsible for traffic control. An Encroachment permit issued by the City, County, Santa Clara Valley Water District, or State with approved traffic control plan may be required. As a minimum, placement of adequate pre-warning and detour signs to control vehicular and pedestrian traffic shall be required. Contractor’s traffic control plan shall be compliant with Caltrans traffic control plans and specifications. Contractor shall submit traffic control plan to the City for an approval prior to start the work.

5. All manholes shall be treated as confined spaces. The entry of manholes, for cleaning and inspection, shall be avoided when possible. Use of mechanical devices or equipment to remove material from pipelines, laterals and manholes and to install or remove the video camera should be utilized whenever possible. If entry to confined spaces is necessary, all Cal-OSHA and Title 8 requirements shall be followed. A gas detector that monitors for safe oxygen levels, hydrogen sulfides, and combustibles shall be on-site at all times, charged, calibrated and ready to go. Confined space plan and training shall be given to the City. The detector shall be used before manhole lids are removed and during any manhole entry. The contractor is required to document that this has been done. Other manhole entry equipment that shall be on-site shall include but is not limited to: (1) harness, (2) rope, (3) tripod & winch, (4) ventilators, (5) hard hats, and (6) other personal protective equipment, confined space certified and permit required.
6. The Contractor shall apply for a portable hydrant meter from City of Santa Clara Water and Sewer Utilities Division for construction. Construction water used for the cleaning of sanitary sewer shall be paid for by the Contractor.
7. The Contractor shall be responsible for performing the cleaning of the sanitary sewer mains for the project. The intent of sewer main cleaning is to remove all sludge, dirt, sand, rocks, grease, and other solids or semisolid material from the main so that defects are not obscured and to allow the water level to drop so that defects are visible. The main pipe interior shall be clean to allow adequate viewing of the sewer main during inspection.
8. Selection of the cleaning equipment shall be based on the condition of the main at the time work commences. Sewer main cleaning shall be performed with a hydraulically propelled high-velocity jet. The equipment and methods selected shall be in accordance with industry and the City's best management practices, such as the City's existing Sewer Standard Operating Procedures. The equipment shall be capable of removing dirt, grease, rocks, sand and other materials and obstructions from the sewer lines and manholes. As a minimum, jetting of main lines must be performed by pulling the high velocity spray nozzle in the direction opposite to the force created by the water pressure. The Contractor may propose an alternate method of cleaning the sewer main lines at no extra cost to the City, which may be considered and must be approved in writing by the City.
9. The Contractor shall use precautions to insure that the water pressure created by the cleaning operations does not damage or cause flooding of public or private property. In addition, precautions shall be taken in the use of cleaning equipment to prevent damage to the existing pipe and manholes. The Contractor shall be responsible for all costs involved in damage to public or private property through its cleaning operation. Any damage to the sewer main shall be repaired by the Contractor immediately at no cost to the City.
10. The following is a list of equipment that **will not** be allowed to be used:
 - a. Sewer balls or movable dam
 - b. Mechanically Powered Equipment: Bucket machines

11. The following is a list of cleaning equipment that will be allowed, depending upon the application:

- a. High-Velocity Hydraulic (Hydro-Cleaning) Equipment: All high-velocity sewers cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a minimum working pressure of 2000 psi at a 30-gpm rate. The nozzles shall be capable of producing a scouring action, in the lines designated to be cleaned, to remove debris and sand from the flow line. Equipment shall also include a high-velocity jetter for washing and scouring manhole walls and floors. The jetter shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry a nominal 1000 gallon minimum water tank, auxiliary engines, pumps, and hydraulically driven hose reel. The equipment shall have a minimum of 650 feet of high-pressure hose. The hose reel shall have a hose capable of reaching a minimum of 2000 feet.

In the event that a high velocity jetter is ineffective in cleaning the pipeline, the Contractor may propose an alternate method of cleaning at no extra cost to the City.

- b. Root Removal Equipment: Hydraulic or mechanical driven cutters may be used as necessary to remove roots obstructing camera progress. Chain flail nozzles shall be used for root removal in the following areas: (1) easements, (2) under freeways, (3) under Central Expressway, (4) under railroad tracks, and (5) at creek crossings. No chemicals will be allowed for use in root removal.
12. Cleaning equipment shall consist of fully enclosed, sealed grit/water separators. It shall be capable of utilizing sewer effluent in lieu of potable water from a public hydrant. Equipment shall not cause any damage to the pipe. Any damage to the main pipe shall be repaired by the Contractor immediately at no cost to the City.
13. All sludge, dirt, sand, rocks, grease, roots, and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole to manhole will not be permitted. The Contractor shall be responsible for removal and disposal of all debris removed during the cleaning process. The Contractor shall comply with all Federal, State, and local regulations regarding storage, hauling, and disposal of debris.
14. The noise level from the Contractor's operations shall not exceed eighty (80) dBA at the outside wall of any habitable structure or at any point within fifty (50) feet of the noise source, whichever is closer.
15. Contractor shall note that many of the assessment locations are located within 300 feet of residential areas and any construction activity performed in these areas, including the delivery of construction materials or supplies shall be performed between the hours of 7:00 A.M and 6:00 P.M, Monday through Friday. Work on Saturdays is permitted, with written consent of the City, between the hours of 9:00 A.M and 6:00 P.M. Work is not permitted on Sundays or City observed Holidays unless written consent from the City is obtained. Traffic lane closure shall occur between the hours of 9:00 A.M and 3:00 P.M, with an approval from the City traffic engineer.

16. The Contractor shall submit to the City, for review, a plan detailing the materials and methods to be used to mitigate odor and noise at the project site.
17. Payment for cleaning and inspection of sanitary sewer mains shall be made per segment of sewer pipeline indicated in the cost proposal, regardless of the number of times a specific linear foot section of sewer main pipe is cleaned and inspected. Payment shall include, but is not limited to, all labor, materials, tools, equipment, incidentals, and services related to the sanitary sewer cleaning and inspection including storage, by passing, dewatering, traffic control, permitting, removal and disposal of any and all sludge, dirt, sand, rocks, grease, roots, and other solid or semi-solid material or debris. Payment shall be made at the unit prices specified for sewer cleaning and inspection and no additional compensation shall be made therefore.
18. Acceptance of sanitary sewer main cleaning and inspection shall be made upon demonstration, through television or sonar inspection, that the line has been cleaned sufficiently to allow determination of its condition. Costs for sanitary sewer main cleaning and inspection shall be included in Contractor's unit price. The Contractor shall include in their cost proposal a sum sufficient to cover the costs of doing the work under the existing site conditions and project requirements. No additional compensation shall be made therefore.
19. The contractor shall submit a project schedule including an allowance for the permitting process.

If sonar equipment is used, the following elements shall be complied with:

- (1) Must be specifically adapted for use in sewers using high frequency sound waves to locate and map irregularities within the pipes creating continuous sonar scans recorded in "real time" mode.
- (2) Shall be digital, multi-frequency profiling sonar that supports a range of frequencies from 600 kHz to 1.0 MHz and be equipped with operating/monitoring computer and associated hardware.
- (3) The sensor shall be mounted on a movable turret that allows a 180-degree range of motion.
- (4) Overlapping high-resolution dwell scans shall be taken by stopping approximately every five feet for a minimum of thirty seconds.

All the reports including Sonar Technology report must be interpreted and converted in NASSCO's PACP-MACP format with detailed descriptions.

CCTV operators shall possess NASSCO Certification. CCTV Data must be interpreted and converted in a NASSCO and PACP-MACP rated format with detailed descriptions. The format must be compatible with a Lucity Computerized Maintenance Management System (CMMS).

Contractor shall provide equipment, materials, and experienced personnel to conduct condition assessment. CONTRACTOR will provide full professional services as outlined in Exhibit A, Scope of Services, of the attached City Standard Agreement for Professional Services (see Attachment C).

D. Required Proposal Components

1. All information set forth in Article 6 of the RFP; and
2. Description of firm's experience as it relates to the Assessment and repair of Sanitary Sewer Collection System Mains.

E. City As-Built Documents

1. City as built document are available to interested proposers upon request.
2. The selected Contractor will receive a copy of all As-Built documents via upload to the select Contractor's File Transfer Protocol site (FTP), on a USB drive, or on a CD.

Exhibit 1- Sanitary Sewer Assessment Location Map

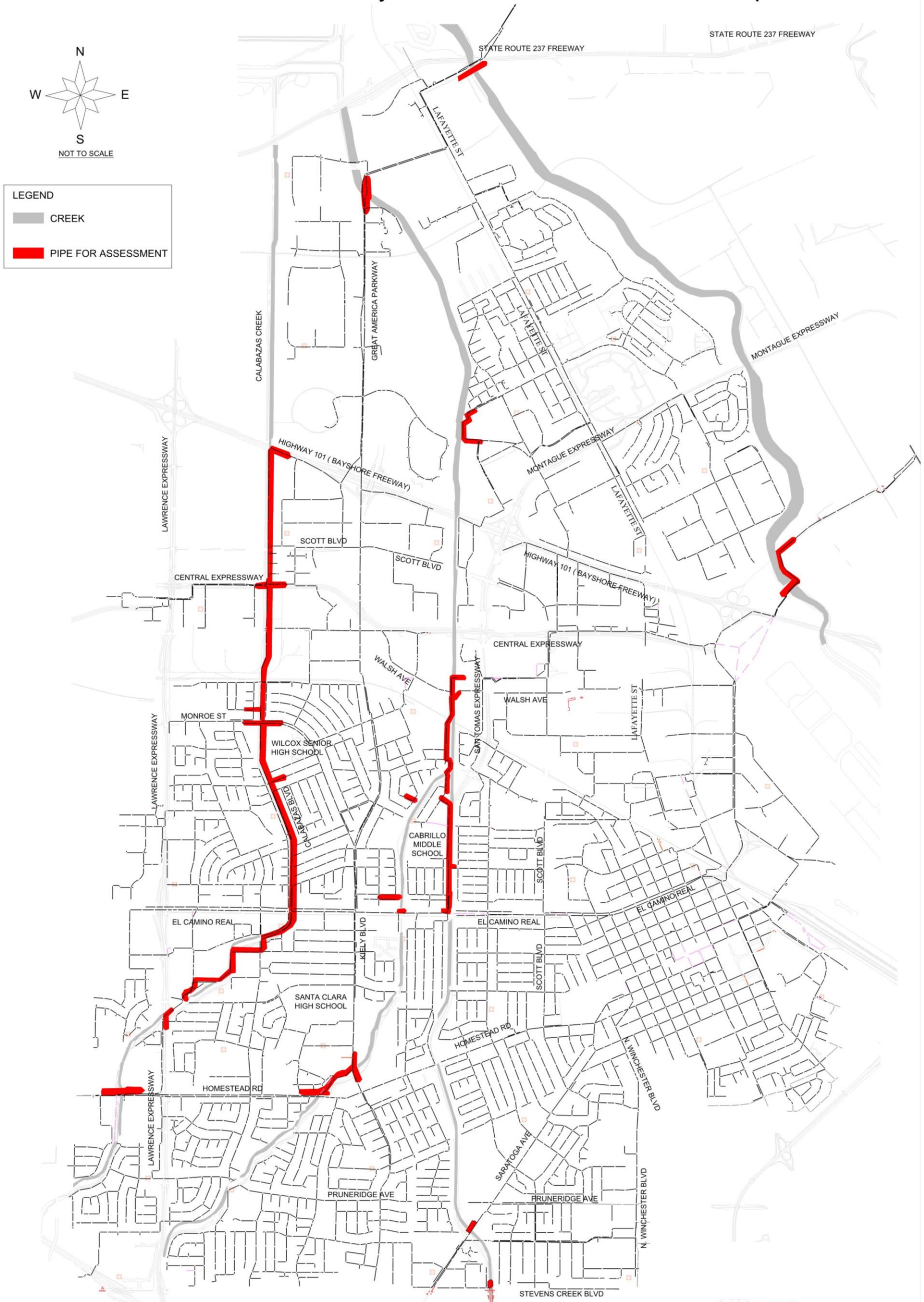


Exhibit 2- Sanitary Sewer Assessment Data

Item #	Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Diameter (in.)	Pipe Material	Approx. Length (ft.)	LOCATION
1	5-20	5-21	6	VCP	70	San Tomas Exp & Stevens Creek Blvd
2	14-62	14-63	10	VCP	131	San Tomas Exp & Saratoga Ave
3	20-12	20-21	30	RCP	381	Homestead Rd & Calabazas Creek
4	20-14	20-16	15	VCP	429	Homestead Rd & Calabazas Creek
5	20-15	20-26	27	RCP	75	Homestead Rd & Calabazas Creek
6	20-16	20-25	15	VCP	12	Homestead Rd & Calabazas Creek
7	20-17	20-20	15	VCP	374	Homestead Rd & Calabazas Creek
8	20-18	20-19	30	VCP	26	Homestead Rd & Calabazas Creek
9	20-19	20-12	30	VCP	25	Homestead Rd & Calabazas Creek
10	20-24	20-15	12	VCP	17	Homestead Rd & Calabazas Creek
11	20-25	20-26	15	VCP	12	Homestead Rd & Calabazas Creek
12	20-37	20-15	27	RCP	443	Homestead Rd & Calabazas Creek
13	21-96	31-53	24	VCP	311	Lawrence Exp & Vireo Ave
14	22-51	22-52	21	RCP	496	Homestead Rd & Pepper Tree Ln
15	22-52	23-21	21	RCP	97	Homestead Rd & Saratoga Creek
16	22-64	22-52	21	RCP	64	Homestead Rd & Saratoga Creek
17	23-12	23-13	21	VCP	223	Kiely Blvd & Saratoga Creek
18	23-13	23-14	21	RCP	305	Kiely Blvd & Saratoga Creek
19	23-14	23-6	24	RCP	386	Kiely Blvd & Saratoga Creek
20	23-18	23-19	21	RCP	303	Kiely Blvd & Saratoga Creek
21	23-19	23-12	21	RCP	138	Kiely Blvd & Saratoga Creek
22	23-20	23-15	18	VCP	271	Kiely Blvd & Saratoga Creek
23	23-21	23-18	21	RCP	217	Kiely Blvd & Saratoga Creek
24	31-21	32-43	24	VCP	789	El Sobrante & Pomeroy Ave
25	31-25	31-21	24	VCP	588	El Sobrante & Pomeroy Ave
26	31-29	31-32	24	VCP	690	Flora Vista Ave & Angelina Dr
27	31-32	31-24	24	VCP	358	Flora Vista Ave & Angelina Dr

Item #	Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Diameter (in.)	Pipe Material	Approx. Length (ft.)	LOCATION
28	31-39	31-29	24	VCP	475	Flora Vista Ave & Alta Mira Dr
29	31-41	31-39	24	VCP	96	Flora Vista Ave & Benton St
30	31-43	31-41	24	VCP	109	Flora Vista Ave & Benton St
31	31-52	31-51	24	VCP	204	Lawrence Exp & Calabazas Creek
32	31-53	31-52	24	VCP	51	Lawrence Exp & Calabazas Creek
33	32-1	32-2	15	VCP	16	El Camino Real & Calabazas Creek
34	32-102	32-8	15	VCP	19	El Camino Real & Calabazas Creek
35	32-24	32-7	24	VCP	607	Calabazas Blvd & Via Dondera
36	32-31	32-24	24	VCP	634	Calabazas Blvd & Calabazas Ct
37	32-4	32-5	10	VCP	55	EL Camino Real & Calabazes Creek
38	32-45	32-31	24	VCP	343	Pomeroy Ave & El Sobrante St
39	32-5	32-1	15	VCP	23	EL Camino Real & Calabazes Creek
40	32-7	32-8	24	VCP	25	El Camino Real & Calabazas Creek
41	32-8	42-107	24	VCP	157	El Camino Real & Calabazas Creek
42	34-5	34-6	12	VCP	142	El Camino Real & San Tomas Exp
43	34-6	44-97	15	VCP	110	El Camino Real & San Tomas Exp
44	42-107	42-87	24	VCP	589	Calabazas Blvd & El Camino Real
45	42-12	52-93	24	VCP	604	Calabazas Blvd & St Ignatius Pl.
46	42-126	42-40	8	VCP	84	Calabazas Creek & Colfax Ct
47	42-27	42-12	24	VCP	600	Calabazas Blvd & St Ignatius Pl.
48	42-41	42-27	24	VCP	601	Calabazas Blvd & Cabrillo Ave
49	42-52	42-126	8	VCP	200	Calabazas Creek & Colfax Ct
50	42-67	42-41	24	VCP	654	Calabazas Blvd & Mark Ave
51	42-87	42-67	24	VCP	650	Calabazas Blvd & Warbuton Ave
52	43-115	43-114	8	VCP	494	Saratoga Creek & Donovan Ave
53	44-103	44-82	15	VCP	5	San Tomas Exp & Robinson Ave
54	44-14	44-5	15	VCP	142	San Tomas Exp & Hoover Ct

Item #	Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Diameter (in.)	Pipe Material	Approx. Length (ft.)	LOCATION
55	44-18	44-14	15	VCP	300	San Tomas Exp & Hoover Ct
56	44-2	44-1	8	VCP	231	Morrison Ave & Elliot St
57	44-27	44-18	15	VCP	271	San Tomas Exp & Cabrillo Ave
58	44-32	44-27	15	VCP	458	San Tomas Exp & Cabrillo Ave
59	44-46	44-32	15	VCP	458	San Tomas Excp & Raggio Ave
60	44-47	44-46	15	VCP	18	San Tomas Exp & Raggio Ave
61	44-5	44-4	15	VCP	152	Hoover ct & Hoover Dr
62	44-57	44-47	15	VCP	250	San Tomas Exp & Warbuton Ave
63	44-58	44-101	8	VCP	36	San Tomas Exp & Warburton Ave
64	44-67	44-57	15	VCP	386	San Tomas Exp & Robinson Ave
65	44-80	44-67	15	VCP	340	San Tomas Exp & Robinson Ave
66	44-81	44-80	12	VCP	31	San Tomas Exp & Robinson Ave
67	44-82	44-80	15	VCP	31	San Tomas Exp & Robinson Ave
68	44-83	44-103	15	VCP	12	San Tomas Exp & Robinson Ave
69	44-94	44-83	12	VCP	139	San Tomas Exp & Robinson Ave
70	44-96	44-94	12	VCP	177	San Tomas Exp & El Camino Real
71	44-97	44-98	12	VCP	24	San Tomas Exp & El Camino Real
72	44-97	44-96	12	VCP	105	San Tomas Exp & El Camino Real
73	44-98	44-81	12	VCP	422	San Tomas Exp & El Camino Real
74	52-113	52-70	24	RCP	519	Calabazas Creek & San Juan Ave
75	52-20	52-4	24	RCP	192	Calabazas Creek & Agate Dr
76	52-30	52-20	24	RCP	400	Calabazas Creek & Agate Dr
77	52-37	52-38	8	VCP	249	Calabazas Creek & Vincent Dr
78	52-4	62-53	24	VCP	142	Calabazas Creek & Agate Dr
79	52-5	52-4	10	VCP	12	Calabazas Creek & Agate Dr
80	52-52	52-30	24	RCP	446	Calabazas Creek & Monroe St
81	52-53	52-52	24	RCP	54	Calabazas Creek & Monroe St

Item #	Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Diameter (in.)	Pipe Material	Approx. Length (ft.)	LOCATION
82	52-70	52-53	24	RCP	489	Calabazas Creek & Monroe St
83	52-75	52-113	24	VCP	100	Calabazas Creek & Georgetown Pl
84	52-93	52-75	24	RCP	586	Calabazas Creek & San Juan Ave
85	54-100	64-35	15	VCP	320	San Tomas Aquino Creek & Walsh Ave
86	54-101	64-34	15	VCP	291	San Tomas Aquino Creek & Walsh Ave
87	54-102	54-13	15	VCP	288	San Tomas Aquino Creek & Walsh Ave
88	54-13	54-100	15	VCP	175	San Tomas Aquino Creek & Walsh Ave
89	54-16	54-85	15	VCP	285	South Dr & Loma Vista Ln
90	54-17	54-16	15	VCP	85	South Dr & Loma Vista Ln
91	54-30	54-17	15	VCP	520	South Dr & Loma Vista Ln
92	54-31	54-102	15	VCP	147	San Tomas Aquino Creek & Walsh Ave
93	54-40	54-41	15	VCP	47	South Dr & Gallup Dr
94	54-41	54-30	15	VCP	86	South Dr & Gallup Dr
95	54-53	54-40	15	VCP	277	Monroe St & Marmon Ct
96	54-54	54-53	15	VCP	124	Monroe St & Marmon Ct
97	54-69	54-54	15	VCP	202	San Tomas Aquino Creek & Monroe St
98	54-7	54-101	15	VCP	89	San Tomas Aquino Creek & Walsh Ave
99	54-75	54-76	15	VCP	153	Hoover Dr & Coolidge Dr
100	54-76	54-79	15	VCP	185	Hoover ct & Hoover Dr
101	54-78	54-69	15	VCP	160	Hoover ct & Hoover Dr
102	54-82	54-75	15	VCP	152	Hoover ct & Hoover Dr
103	54-85	54-31	15	VCP	64	San Tomas Aquino Creek & Walsh Ave
104	62-10	62-11	24	VCP	17	Calabazas Creek & Central Exp
105	62-11	62-13	24	VCP	23	Calabazas Creek & Central Exp
106	62-12	62-16	15	VCP	388	Calabazas Creek & Central Exp
107	62-13	62-14	24	VCP	148	Calabazas Creek & Central Exp
108	62-14	62-15	24	VCP	34	Calabazas Creek & Central Exp

Item #	Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Diameter (in.)	Pipe Material	Approx. Length (ft.)	LOCATION
109	62-15	72-32	24	VCP	394	Calabazas Creek & Central Exp
110	62-29	62-10	24	RCP	398	Calabazas Creek & Central Exp
111	62-31	62-29	24	RCP	385	Calabazas Creek & Kifer Rd
112	62-32	62-31	24	RCP	13	Calabazas Creek & Kifer Rd
113	62-33	62-32	24	RCP	40	Calabazas Creek & Kifer Rd
114	62-34	62-33	24	RCP	12	Calabazas Creek & Kifer Rd
115	62-37	62-38	24	RCP	26	Calabazas Creek & Kifer Rd
116	62-38	62-34	24	RCP	333	Calabazas Creek & Kifer Rd
117	62-39	62-37	24	RCP	71	Calabazas Creek & Kifer Rd
118	62-4	62-8	15	VCP	237	Central Exp & Corvin Dr
119	62-40	62-39	24	RCP	55	Calabazas Creek & Kifer Rd
120	62-48	62-40	24	RCP	312	Calabazas Creek & Kifer Rd
121	62-5	62-6	21	VCP	228	Calabazas Creek & Central Exp
122	62-51	62-48	24	RCP	498	Calabazas Creek & Agate Dr
123	62-52	62-51	24	RCP	240	Calabazas Creek & Agate Dr
124	62-53	62-52	24	VCP	282	Calabazas Creek & Agate Dr
125	62-6	62-8	21	VCP	15	Calabazas Creek & Central Exp
126	62-6	62-7	21	VCP	16	Calabazas Creek & Central Exp
127	62-8	62-9	15	VCP	23	Calabazas Creek & Central Exp
128	64-35	64-34	15	VCP	55	San Tomas Creek & Walsh Ave
129	64-36	64-38	12	VCP	149	San Tomas Creek & Walsh Ave
130	64-36	64-37	15	VCP	145	San Tomas Creek & Walsh Ave
131	68-21	68-9	33	RCP	123	Guadalupe River & Seaboard Ave
132	68-22	68-10	33	VCP	105	Guadalupe River & Seaboard Ave
133	68-3	78-25	48	VCP	515	Guadalupe River & W Trimble Rd
134	68-4	68-3	48	VCP	483	Guadalupe River & W Trimble Rd
135	68-5	68-4	33	RCP	35	Guadalupe River & W Trimble Rd

Item #	Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Diameter (in.)	Pipe Material	Approx. Length (ft.)	LOCATION
136	68-6	68-5	33	VCP	35	Guadalupe River & W Trimble Rd
137	68-7	68-8	33	VCP	26	Guadalupe River & W Trimble Rd
138	68-8	68-4	48	VCP	60	Guadalupe River & Trimble Rd
139	72-11	72-8	30	RCP	481	Calabazas Creek & Lakeside Dr
140	72-17	72-12	30	VCP	629	Calabazas Creek & Scott Blvd
141	72-20	72-17	30	VCP	598	Calabazas Creek & Scott Blvd
142	72-31	72-20	24	VCP	250	Calabazas Creek & Scott Blvd
143	72-32	72-31	24	VCP	402	Calabazas Creek & Scott Blvd
144	72-6	82-10	30	RCP	436	Calabazas Creek & Lakeside Dr
145	72-7	72-6	30	RCP	162	Calabazas Creek & Lakeside Dr
146	72-8	72-7	30	RCP	288	Calabazas Creek & Lakeside Dr
147	78-25	78-22	48	VCP	454	Guadalupe River & Trimble Rd
148	82-10	82-9	30	VCP	28	Calabazas Creek & Lakeside Dr
149	82-9	72-3	30	RCP	482	Calabazas Creek & Lakeside Dr
150	84-14	84-33	12	VCP	10	Agnew Rd & Lake Santa Clara Dr
151	84-32	84-31	18	VCP	243	Agnew Rd & Lake Santa Clara Dr
152	84-33	84-32	18	VCP	32	Agnew Rd & Lake Santa Clara Dr
153	84-34	84-33	18	VCP	141	Agnew Rd & Lake Santa Clara Dr
154	84-35	84-34	18	VCP	190	San Tomas Aquino Creek & Agnew Rd
155	84-36	84-35	18	VCP	461	San Tomas Aquino Creek & Mission College Blvd
156	84-37	84-36	18	VCP	51	San Tomas Aquino Creek & Mission College Blvd
157	84-38	84-37	18	VCP	437	Mission College Blvd and Juliette Ln
158	103-16	103-14	33	VCP	256	San Tomas Aquino Creek & Great America Parkway
159	103-17	103-15	42	VCP	291	San Tomas Aquino Creek & Great America Parkway
160	103-18	103-17	42	VCP	75	San Tomas Aquino Creek & Great America Parkway
161	103-21	103-20	42	VCP	72	San Tomas Aquino Creek & Great America Parkway
162	103-22	103-19	30	VCP	400	San Tomas Aquino Creek & Great America Parkway

Item #	Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Diameter (in.)	Pipe Material	Approx. Length (ft.)	LOCATION
163	103-23	103-21	39	VCP	299	San Tomas Aquino Creek & Great America Parkway
164	114-25	114-6	42	VCP	241	Guadalupe River & Mt. View- Alviso Rd
165	114-3	114-2	42	VCP	152	Guadalupe River & Mt. View- Alviso Rd
166	114-4	114-3	42	VCP	13	Guadalupe River & Mt. View- Alviso Rd
167	114-5	114-4	42	RCP	367	Guadalupe River & Mt. View- Alviso Rd
168	114-6	114-5	42	VCP	62	Guadalupe River & Mt. View- Alviso Rd

ATTACHMENT B
Contractor's Information Form

CONTRACTOR (please print): _____

Name: _____

Address: _____

Telephone: _____

FAX: _____

Contact person, title, telephone number, email address and fax number: _____

Contractor, if selected, intends to carry on the business as (check one)

- ☐ Individual
- ☐ Joint Venture
- ☐ Partnership
- ☐ Corporation

When incorporated? _____

In what state? _____

When authorized to do business in California? _____

☐ Other (Explain): _____

ADDENDA

To assure that all Contractors have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6

Or,

☐ _____ No Addendum/Addenda Were Received (check and initial).

CONTRACTOR'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Contractor that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Contractor was not fully informed as to any fact or condition.

**(1) If Contractor is *INDIVIDUAL*,
sign here:**

Date: _____

Contractor's Signature

Contractor's typed name and title

**(2) If Contractor is *PARTNERSHIP* or
JOINT VENTURE, at least (2) Partners
or each of the Joint Venturers
shall sign here:**

Partnership or Joint Venture Name
(Type or print)

Date: _____

Member of the Partnership or Joint Venture
signature

Date: _____

Member of the Partnership or Joint Venture
signature

**(3) If Contractor is a *CORPORATION*,
the duly authorized officer(s) shall
sign as follows:**

The undersigned certify that they are respectively:____
(Title) and _____(Title)
of the corporation named below; that they are
designated to sign the Proposal Cost Form by
resolution (attach a certified copy, with corporate
seal, if applicable, notarized as to its authenticity or
Secretary's certificate of authorization) for and on
behalf of the below named CORPORATION, and
that they are authorized to execute same for and on
behalf of said CORPORATION.

Corporation Name (type or print)

By:_____
Title:_____
Dated:_____

By:_____
Title:_____
Dated:_____

ATTACHMENT C
Certification of Nondiscrimination

As suppliers of goods or services to the City of Santa Clara, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, or familial status; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.

**(1) If Contractor is *INDIVIDUAL*,
sign here:**

Date: _____

Contractor's Signature

Contractor's typed name and title

**(2) If Contractor is *PARTNERSHIP* or
JOINT VENTURE, at least (2) Partners
or each of the Joint Venturers
shall sign here:**

Partnership or Joint Venture Name
(Type or print)

Date: _____

Member of the Partnership or Joint Venture
signature

Date: _____

Member of the Partnership or Joint Venture
signature

**(3) If Contractor is a *CORPORATION*,
the duly authorized officer(s) shall
sign as follows:**

The undersigned certify that they are respectively: __
(Title) and _____ (Title)
of the corporation named below; that they are
designated to sign the Proposal Cost Form by
resolution (attach a certified copy, with corporate
seal, if applicable, notarized as to its authenticity or
Secretary's certificate of authorization) for and on
behalf of the below named CORPORATION, and
that they are authorized to execute same for and on
behalf of said CORPORATION.

Corporation Name (type or print)

By: _____

Title: _____

Dated: _____

By: _____

Title: _____

Dated: _____

ATTACHMENT D

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND**

***INSERT CONTRACTOR's name**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between *insert Contractor's name, a[n] *choose one: a _____ (enter State name) corporation/partnership/individual, with its principal place of business located at *insert Contractor's address ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "SCOPE OF SERVICES"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. Contractor acknowledges that the execution of this Agreement by City is predicated upon representations made by Contractor in that certain document entitled "*insert name of proposal" dated *insert date of proposal, ("Proposal") set forth in Exhibit A, which constitutes the basis for this Agreement.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on *insert end date.

3. CONTRACTOR'S SERVICES TO BE APPROVED BY A LICENSED PROFESSIONAL.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by a qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. MONITORING OF SERVICES

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

6. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or

services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

7. PERFORMANCE OF SERVICES

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

8. BUSINESS TAX LICENSE REQUIRED

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

9. RESPONSIBILITY OF CONTRACTOR

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

10. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

11. PROGRESS SCHEDULE

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

12. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not,

without the prior written consent of City, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

21. CORRECTION OF SERVICES

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

28. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: *insert City Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) _____

And to Contractor addressed as follows:

Name: _____
Address: _____

or by facsimile at () ____-____

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

32. DISPUTE RESOLUTION

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

33. COMPLIANCE WITH ETHICAL STANDARDS

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

35. CONFLICT OF INTERESTS

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

***INSERT CONTRACTOR’S NAME**
*choose one: corporation/partnership/individual

Dated: _____

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)

Name: _____

Title: _____

Local Address: _____

Email Address: _____

Telephone: () _____

Fax: () _____

“CONTRACTOR”

S:\Attorney\AGREEMENTS\Service\PROFESSIONAL SERVICE AGREEMENT FORM.doc

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
*INSERT CONTRACTOR'S NAME
EXHIBIT A**

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "***insert name of proposal**" dated ***insert date of proposal**, which is attached to this Exhibit A.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
*INSERT CONTRACTOR'S NAME
EXHIBIT B**

FEE SCHEDULE

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable), such as:

NOTE TO CITY DEPARTMENTS: This Exhibit "B" should contain a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable), such as:

- Fee Schedule Effective Date;
- Hourly Billing Rates for Each Staff Position/level;
- Minimum Billing Hours;
- Charges for Equipment by Day/week/month;
- Travel Time and Costs;
- Per Diem Expenses;
- Expendable Material or New Parts Costs;
- Outside Services Costs; and,
- Overtime Costs.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed *spell out dollar amount (\$*insert numerical dollar amount), subject to budget appropriation

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND**

***INSERT CONTRACTOR'S NAME**

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$5,000,000 Each occurrence
\$5,000,000 General Aggregate
\$5,000,000 Products/Completed Operations Aggregate
\$5,000,000 Personal Injury
\$5,000,000 Project Aggregate
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than five million dollars (\$5,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of five million dollars (\$5,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. POLLUTION LIABILITY

In the event that this contract involves hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors shall provide a Contractor's Pollution Liability Insurance policy with coverage limits not less than five million dollars (\$5,000,000) each claim in connection with the Work performed under this Contract. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." Any deductible must be declared to and approved by City. Such policy shall cover, at a minimum, liability for bodily injury, damage to and loss of use of property, and clean-up costs arising from sudden, accidental and gradual pollution and remediation in connection with the Work under this Agreement. Contractor will use its

best efforts to have the City, Council, officers, employees and volunteers added as additional insureds under this policy. The following provisions shall apply:

1. The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
2. Products/completed operations coverage shall extend a minimum of 3 years after project completion.
3. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors.
4. If the insured is using subcontractors the Policy must include work performed “by or on behalf” of the insured.
5. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor’s work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor’s insurance.
3. General Aggregate. The general aggregate limits shall apply separately to Contractor’s work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer’s equivalent (CGL);

4. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Document 00820.

F. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and City agree as follows:

1. Requirements of specific insurance coverage features described in this Agreement shall not be construed to be a limitation of liability on the part of Contractor or any of its subcontractors, nor to relieve any of them of any liability or responsibility under the Contract Documents, as a matter of law or otherwise. Such requirements are not intended by any Party to be limited to providing coverage for the vicarious liability of the City or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this Agreement in any way relating to City is intended to apply to the full extent of the policies involved.
2. Contractor shall maintain all required insurance policies in full force and effect during entire period of performance of the Services under this Agreement of Contract Documents. Contractor shall also keep such insurance in force during warranty and guarantee periods. At time of making application for extension of time, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time.
3. City reserves the right, at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor thirty (30) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate in good faith additional compensation proportional to the increased benefit to City.

4. Any type of insurance or any increase of limits of liability not described in this Exhibit which Contractor requires for its own protection or in compliance with applicable statutes or regulations, shall be Contractors' responsibility and at its own expense.
5. No liability insurance coverage provided by Contractor to comply with the terms of this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Indemnitees. Any property insurance policies affected by Contractor shall be endorsed to delete the subrogation condition as to indemnitees or shall specifically allow Contractor to waive subrogation prior to a loss. Contractor hereby waives any right of recovery against the indemnitees and agrees to require any subcontractor to do so.
6. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
7. Contractor shall cooperate fully with City and Contractor's insurance companies in any safety and accident prevention program and claims handling procedures as established for the performance of Services under this Agreement.
8. All coverage types and limits required under this Agreement are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage which may affect City's protection without City's prior written consent.
9. For purposes of applying insurance coverage only, all contracts pertaining to the performance of services will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
10. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any of the insurance requirements set forth in this Agreement in no way imposes any additional obligations on City nor does it waive any of the City's rights under this Agreement or any other regard.
11. Any provision in this Agreement dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be

separate and distinct from any other provision in this Agreement and are intended by the Parties here to be interpreted as such.

12. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
13. Contractor agrees to obtain and provide to City evidence of Professional Liability insurance for Architects or Engineers if engaged by Contractor to perform any of the Services required under this Agreement. City shall determine the minimum coverage and policy limits required, after consultation with Contractor.
14. The City acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. The Contractor's insurance obligations under this Agreement under may be satisfied in whole or in part by adequately funded self-insurance retention, but only after approval from the City Attorney's Office upon satisfactory evidence of financial capacity.
15. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements,

coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara [*insert City department name here]

P.O. 12010-S2 or 151 North Lyon Avenue
Hemet, CA 92546-8010 Hemet, CA 92543

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
*INSERT CONTRACTOR'S NAME
EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted² of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
 2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND**

***INSERT CONTRACTOR'S NAME**

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

***INSERT CONTRACTOR'S NAME**

***choose one: a corporation/partnership/individual**

By: _____
Signature of Authorized Person or Representative

Name: _____

Title: _____

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
*INSERT CONTRACTOR'S NAME
EXHIBIT F**

MILESTONE SCHEDULE

(If Applicable)

ATTACHMENT E: Sample Cost Proposal Format

Item	USMH	DSMH	DIA (in.)	Pipe Material	Approx. Length (ft.)	LOCATION	Estimated Quantity	Unit	Unit Price	Total
1	5-20	5-21	6	VCP	70	San Tomas Exp & Stevens Creek Blvd	1	LS		
2	14-62	14-63	10	VCP	131	San Tomas Exp & Saratoga Ave	1	LS		
3	20-12	20-21	30	RCP	381	Homestead Rd & Calabazas Creek	1	LS		
4	20-14	20-16	15	VCP	429	Homestead Rd & Calabazas Creek	1	LS		
5	20-15	20-26	27	RCP	75	Homestead Rd & Calabazas Creek	1	LS		
6	20-16	20-25	15	VCP	12	Homestead Rd & Calabazas Creek	1	LS		
7	20-17	20-20	15	VCP	374	Homestead Rd & Calabazas Creek	1	LS		
8	20-18	20-19	30	VCP	26	Homestead Rd & Calabazas Creek	1	LS		
9	20-19	20-12	30	VCP	25	Homestead Rd & Calabazas Creek	1	LS		
10	20-24	20-15	12	VCP	17	Homestead Rd & Calabazas Creek	1	LS		
11	20-25	20-26	15	VCP	12	Homestead Rd & Calabazas Creek	1	LS		
12	20-37	20-15	27	RCP	443	Homestead Rd & Calabazas Creek	1	LS		
13	21-96	31-53	24	VCP	311	Lawrence Exp & Vireo Ave	1	LS		
14	22-51	22-52	21	RCP	496	Homestead Rd & Pepper Tree Ln	1	LS		
15	22-52	23-21	21	RCP	97	Homestead Rd & Saratoga Creek	1	LS		
16	22-64	22-52	21	RCP	64	Homestead Rd & Saratoga Creek	1	LS		
17	23-12	23-13	21	VCP	223	Kiely Blvd & Saratoga Creek	1	LS		
18	23-13	23-14	21	RCP	305	Kiely Blvd & Saratoga Creek	1	LS		
19	23-14	23-6	24	RCP	386	Kiely Blvd & Saratoga Creek	1	LS		
20	23-18	23-19	21	RCP	303	Kiely Blvd & Saratoga Creek	1	LS		
21	23-19	23-12	21	RCP	138	Kiely Blvd & Saratoga Creek	1	LS		
22	23-20	23-15	18	VCP	271	Kiely Blvd & Saratoga Creek	1	LS		
23	23-21	23-18	21	RCP	217	Kiely Blvd & Saratoga Creek	1	LS		
24	31-21	32-43	24	VCP	789	El Sobrante & Pomeroy Ave	1	LS		
25	31-25	31-21	24	VCP	588	El Sobrante & Pomeroy Ave	1	LS		
26	31-29	31-32	24	VCP	690	Flora Vista Ave & Angelina Dr	1	LS		
27	31-32	31-24	24	VCP	358	Flora Vista Ave & Angelina Dr	1	LS		

Item	USMH	DSMH	DIA (in.)	Pipe Material	Approx. Length (ft.)	LOCATION	Estimated Quantity	Unit	Unit Price	Total
28	31-39	31-29	24	VCP	475	Flora Vista Ave & Alta Mira Dr	1	LS		
29	31-41	31-39	24	VCP	96	Flora Vista Ave & Benton St	1	LS		
30	31-43	31-41	24	VCP	109	Flora Vista Ave & Benton St	1	LS		
31	31-52	31-51	24	VCP	204	Lawrence Exp & Calabazas Creek	1	LS		
32	31-53	31-52	24	VCP	51	Lawrence Exp & Calabazas Creek	1	LS		
33	32-1	32-2	15	VCP	16	El Camino Real & Calabazas Creek	1	LS		
34	32-102	32-8	15	VCP	19	El Camino Real & Calabazas Creek	1	LS		
35	32-24	32-7	24	VCP	607	Calabazas Blvd & Via Dondera	1	LS		
36	32-31	32-24	24	VCP	634	Calabazas Blvd & Calabazas Ct	1	LS		
37	32-4	32-5	10	VCP	55	EL Camino Real & Calabazes Creek	1	LS		
38	32-45	32-31	24	VCP	343	Pomeroy Ave & El Sobrante St	1	LS		
39	32-5	32-1	6	VCP	23	EL Camino Real & Calabazes Creek	1	LS		
40	32-7	32-8	24	VCP	25	El Camino Real & Calabazas Creek	1	LS		
41	32-8	42-107	24	VCP	157	El Camino Real & Calabazas Creek	1	LS		
42	34-5	34-6	12	VCP	142	El Camino Real & San Tomas Exp	1	LS		
43	34-6	44-97	15	VCP	110	El Camino Real & San Tomas Exp	1	LS		
44	42-107	42-87	24	VCP	589	Calabazas Blvd & El Camino Real	1	LS		
45	42-12	52-93	24	VCP	604	Calabazas Blvd & St Ignatius Pl.	1	LS		
46	42-126	42-40	8	VCP	84	Calabazas Creek & Colfax Ct	1	LS		
47	42-27	42-12	24	VCP	600	Calabazas Blvd & St Ignatius Pl.	1	LS		
48	42-41	42-27	24	VCP	601	Calabazas Blvd & Cabrillo Ave	1	LS		
49	42-52	42-126	8	VCP	200	Calabazas Creek & Colfax Ct	1	LS		
50	42-67	42-41	24	VCP	654	Calabazas Blvd & Mark Ave	1	LS		
51	42-87	42-67	24	VCP	650	Calabazas Blvd & Warbuton Ave	1	LS		
52	43-115	43-114	8	VCP	494	Saratoga Creek & Donovan Ave	1	LS		
53	44-103	44-82	15	VCP	5	San Tomas Exp & Robinson Ave	1	LS		
54	44-14	44-5	15	VCP	142	San Tomas Exp & Hoover Ct	1	LS		

Item	USMH	DSMH	DIA (in.)	Pipe Material	Approx. Length (ft.)	LOCATION	Estimated Quantity	Unit	Unit Price	Total
55	44-18	44-14	15	VCP	300	San Tomas Exp & Hoover Ct	1	LS		
56	44-2	44-1	8	VCP	231	Morrison Ave & Elliot St	1	LS		
57	44-27	44-18	15	VCP	271	San Tomas Exp & Cabrillo Ave	1	LS		
58	44-32	44-27	15	VCP	458	San Tomas Exp & Cabrillo Ave	1	LS		
59	44-46	44-32	15	VCP	458	San Tomas Excp & Raggio Ave	1	LS		
60	44-47	44-46	15	VCP	18	San Tomas Exp & Raggio Ave	1	LS		
61	44-5	44-4	15	VCP	152	Hoover ct & Hoover Dr	1	LS		
62	44-57	44-47	15	VCP	250	San Tomas Exp & Warbuton Ave	1	LS		
63	44-58	44-101	8	VCP	36	San Tomas Exp & Warburton Ave	1	LS		
64	44-67	44-57	15	VCP	386	San Tomas Exp & Robinson Ave	1	LS		
65	44-80	44-67	15	VCP	340	San Tomas Exp & Robinson Ave	1	LS		
66	44-81	44-80	12	VCP	31	San Tomas Exp & Robinson Ave	1	LS		
67	44-82	44-80	15	VCP	31	San Tomas Exp & Robinson Ave	1	LS		
68	44-83	44-103	15	VCP	12	San Tomas Exp & Robinson Ave	1	LS		
69	44-94	44-83	12	VCP	139	San Tomas Exp & Robinson Ave	1	LS		
70	44-96	44-94	12	VCP	177	San Tomas Exp & El Camino Real	1	LS		
71	44-97	44-98	12	VCP	24	San Tomas Exp & El Camino Real	1	LS		
72	44-97	44-96	12	VCP	105	San Tomas Exp & El Camino Real	1	LS		
73	44-98	44-81	12	VCP	422	San Tomas Exp & El Camino Real	1	LS		
74	52-113	52-70	24	RCP	519	Calabazas Creek & San Juan Ave	1	LS		
75	52-20	52-4	24	RCP	192	Calabazas Creek & Agate Dr	1	LS		
76	52-30	52-20	24	RCP	400	Calabazas Creek & Agate Dr	1	LS		
77	52-37	52-38	8	VCP	249	Calabazas Creek & Vincent Dr	1	LS		
78	52-4	62-53	24	VCP	142	Calabazas Creek & Agate Dr	1	LS		
79	52-5	52-4	10	VCP	12	Calabazas Creek & Agate Dr	1	LS		
80	52-52	52-30	24	RCP	446	Calabazas Creek & Monroe St	1	LS		
81	52-53	52-52	24	RCP	54	Calabazas Creek & Monroe St	1	LS		

Item	USMH	DSMH	DIA (in.)	Pipe Material	Approx. Length (ft.)	LOCATION	Estimated Quantity	Unit	Unit Price	Total
82	52-70	52-53	24	RCP	489	Calabazas Creek & Monroe St	1	LS		
83	52-75	52-113	24	VCP	100	Calabazas Creek & Georgetown Pl	1	LS		
84	52-93	52-75	24	RCP	586	Calabazas Creek & San Juan Ave	1	LS		
85	54-100	64-35	15	VCP	320	San Tomas Aquino Creek & Walsh Ave	1	LS		
86	54-101	64-34	15	VCP	291	San Tomas Aquino Creek & Walsh Ave	1	LS		
87	54-102	54-13	15	VCP	288	San Tomas Aquino Creek & Walsh Ave	1	LS		
88	54-13	54-100	15	VCP	175	San Tomas Aquino Creek & Walsh Ave	1	LS		
89	54-16	54-85	15	VCP	285	South Dr & Loma Vista Ln	1	LS		
90	54-17	54-16	15	VCP	85	South Dr & Loma Vista Ln	1	LS		
91	54-30	54-17	15	VCP	520	South Dr & Loma Vista Ln	1	LS		
92	54-31	54-102	15	VCP	147	San Tomas Aquino Creek & Walsh Ave	1	LS		
93	54-40	54-41	15	VCP	47	South Dr & Gallup Dr	1	LS		
94	54-41	54-30	15	VCP	86	South Dr & Gallup Dr	1	LS		
95	54-53	54-40	15	VCP	277	Monroe St & Marmon Ct	1	LS		
96	54-54	54-53	15	VCP	124	Monroe St & Marmon Ct	1	LS		
97	54-69	54-54	15	VCP	202	San Tomas Aquino Creek & Monroe St	1	LS		
98	54-7	54-101	15	VCP	89	San Tomas Aquino Creek & Walsh Ave	1	LS		
99	54-75	54-76	15	VCP	153	Hoover Dr & Coolidge Dr	1	LS		
100	54-76	54-79	15	VCP	185	Hoover ct & Hoover Dr	1	LS		
101	54-78	54-69	15	VCP	160	Hoover ct & Hoover Dr	1	LS		
102	54-82	54-75	15	VCP	152	Hoover ct & Hoover Dr	1	LS		
103	54-85	54-31	15	VCP	64	San Tomas Aquino Creek & Walsh Ave	1	LS		
104	62-10	62-11	24	VCP	17	Calabazas Creek & Central Exp	1	LS		
105	62-11	62-13	24	VCP	23	Calabazas Creek & Central Exp	1	LS		
106	62-12	62-16	15	VCP	388	Calabazas Creek & Central Exp	1	LS		
107	62-13	62-14	24	VCP	148	Calabazas Creek & Central Exp	1	LS		
108	62-14	62-15	24	VCP	34	Calabazas Creek & Central Exp	1	LS		

Item	USMH	DSMH	DIA (in.)	Pipe Material	Approx. Length (ft.)	LOCATION	Estimated Quantity	Unit	Unit Price	Total
109	62-15	72-32	24	VCP	394	Calabazas Creek & Central Exp	1	LS		
110	62-29	62-10	24	RCP	398	Calabazas Creek & Central Exp	1	LS		
111	62-31	62-29	24	RCP	385	Calabazas Creek & Kifer Rd	1	LS		
112	62-32	62-31	24	RCP	13	Calabazas Creek & Kifer Rd	1	LS		
113	62-33	62-32	24	RCP	40	Calabazas Creek & Kifer Rd	1	LS		
114	62-34	62-33	24	RCP	12	Calabazas Creek & Kifer Rd	1	LS		
115	62-37	62-38	24	RCP	26	Calabazas Creek & Kifer Rd	1	LS		
116	62-38	62-34	24	RCP	333	Calabazas Creek & Kifer Rd	1	LS		
117	62-39	62-37	24	RCP	71	Calabazas Creek & Kifer Rd	1	LS		
118	62-4	62-8	15	VCP	237	Central Exp & Corvin Dr	1	LS		
119	62-40	62-39	24	RCP	55	Calabazas Creek & Kifer Rd	1	LS		
120	62-48	62-40	24	RCP	312	Calabazas Creek & Kifer Rd	1	LS		
121	62-5	62-6	21	VCP	228	Calabazas Creek & Central Exp	1	LS		
122	62-51	62-48	24	RCP	498	Calabazas Creek & Agate Dr	1	LS		
123	62-52	62-51	24	RCP	240	Calabazas Creek & Agate Dr	1	LS		
124	62-53	62-52	24	VCP	282	Calabazas Creek & Agate Dr	1	LS		
125	62-6	62-8	21	VCP	15	Calabazas Creek & Central Exp	1	LS		
126	62-6	62-7	21	VCP	16	Calabazas Creek & Central Exp	1	LS		
127	62-8	62-9	15	VCP	23	Calabazas Creek & Central Exp	1	LS		
128	64-35	64-34	15	VCP	55	San Tomas Creek & Walsh Ave	1	LS		
129	64-36	64-38	12	VCP	149	San Tomas Creek & Walsh Ave	1	LS		
130	64-36	64-37	15	VCP	145	San Tomas Creek & Walsh Ave	1	LS		
131	68-21	68-9	33	RCP	123	Guadalupe River & Seaboard Ave	1	LS		
132	68-22	68-10	33	VCP	105	Guadalupe River & Seaboard Ave	1	LS		
133	68-3	78-25	48	VCP	515	Guadalupe River & W Trimble Rd	1	LS		
134	68-4	68-3	48	VCP	483	Guadalupe River & W Trimble Rd	1	LS		
135	68-5	68-4	33	RCP	35	Guadalupe River & W Trimble Rd	1	LS		

Item	USMH	DSMH	DIA (in.)	Pipe Material	Approx. Length (ft.)	LOCATION	Estimated Quantity	Unit	Unit Price	Total
136	68-6	68-5	33	VCP	35	Guadalupe River & W Trimble Rd	1	LS		
137	68-7	68-8	33	VCP	26	Guadalupe River & W Trimble Rd	1	LS		
138	68-8	68-4	48	VCP	60	Guadalupe River & Trimble Rd	1	LS		
139	72-11	72-8	30	RCP	481	Calabazas Creek & Lakeside Dr	1	LS		
140	72-17	72-12	30	VCP	629	Calabazas Creek & Scott Blvd	1	LS		
141	72-20	72-17	30	VCP	598	Calabazas Creek & Scott Blvd	1	LS		
142	72-31	72-20	24	VCP	250	Calabazas Creek & Scott Blvd	1	LS		
143	72-32	72-31	24	VCP	402	Calabazas Creek & Scott Blvd	1	LS		
144	72-6	82-10	30	RCP	436	Calabazas Creek & Lakeside Dr	1	LS		
145	72-7	72-6	30	RCP	162	Calabazas Creek & Lakeside Dr	1	LS		
146	72-8	72-7	30	RCP	288	Calabazas Creek & Lakeside Dr	1	LS		
147	78-25	78-22	48	VCP	454	Guadalupe River & Trimble Rd	1	LS		
148	82-10	82-9	30	VCP	28	Calabazas Creek & Lakeside Dr	1	LS		
149	82-9	72-3	30	RCP	482	Calabazas Creek & Lakeside Dr	1	LS		
150	84-14	84-33	12	VCP	10	Agnew Rd & Lake Santa Clara Dr	1	LS		
151	84-32	84-31	18	VCP	243	Agnew Rd & Lake Santa Clara Dr	1	LS		
152	84-33	84-32	18	VCP	32	Agnew Rd & Lake Santa Clara Dr	1	LS		
153	84-34	84-33	18	VCP	141	Agnew Rd & Lake Santa Clara Dr	1	LS		
154	84-35	84-34	18	VCP	190	San Tomas Aquino Creek & Agnew Rd	1	LS		
155	84-36	84-35	18	VCP	461	San Tomas Aquino Creek & Mission College Blvd	1	LS		
156	84-37	84-36	18	VCP	51	San Tomas Aquino Creek & Mission College Blvd	1	LS		
157	84-38	84-37	18	VCP	437	Mission College Blvd and Juliette Ln	1	LS		
158	103-16	103-14	33	VCP	256	San Tomas Aquino Creek & Great America Pwy	1	LS		
159	103-17	103-15	42	VCP	291	San Tomas Aquino Creek & Great America Pwy	1	LS		
160	103-18	103-17	42	VCP	75	San Tomas Aquino Creek & Great America Pwy	1	LS		
161	103-21	103-20	42	VCP	72	San Tomas Aquino Creek & Great America Pwy	1	LS		
162	103-22	103-19	30	VCP	400	San Tomas Aquino Creek & Great America Pwy	1	LS		

Item	USMH	DSMH	DIA (in.)	Pipe Material	Approx. Length (ft.)	LOCATION	Estimated Quantity	Unit	Unit Price	Total
163	103-23	103-21	39	VCP	299	San Tomas Aquino Creek & Great America Pwy	1	LS		
164	114-25	114-6	42	VCP	241	Guadalupe River & Mt. View- Alviso Rd	1	LS		
165	114-3	114-2	42	VCP	152	Guadalupe River & Mt. View- Alviso Rd	1	LS		
166	114-4	114-3	42	VCP	13	Guadalupe River & Mt. View- Alviso Rd	1	LS		
167	114-5	114-4	42	RCP	367	Guadalupe River & Mt. View- Alviso Rd	1	LS		
168	114-6	114-5	42	VCP	62	Guadalupe River & Mt. View- Alviso Rd	1	LS		
							TOTAL BASE			

Total Base Proposal Price: _____
(In words)

The Proposal Amounts for each Proposal Item will be used for comparative Proposal analysis. The Proposal amounts will also form the basis of monthly progress payments. Proposal items are not intended to be exclusive descriptions of work categories. The Contractor shall determine and include, but is not limited to, the pricing of all materials, labor, mobilization, demobilization, traffic control plans, report preparation, project management, nonstandard work time allowances, bypass pumping/dewatering as needed, cleaning, debris disposal, inspection services, permitting, coordination, condition assessment, PACP rating compliance, report compilation, OSHA compliance, equipment, and all other work and services necessary to complete the project in full. Contractor's practices shall be such that upstream lines will not be unduly surcharged, or cause unneeded backups in the sewer system while performing work. It is the responsibility of the Contractor to perform monitoring of upstream manhole. Any remediation work needed in the event of sewer spills or sewer spill clean-up will be responsibility of Contractor, and must be reported immediately at time of incident to the City of Santa Clara.

Contractor may also propose additional tasks that the Contractor deems essential to adequately provide the services requested in this RFP. Contractors may be invited to the City to make a presentation for their proposals. City will evaluate the short-listed Proposals based on criteria established in Article 9, REVIEW AND SELECTION PROCESS – EVALUATION CRITERIA, of this RFP to make the final ranking.